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ABSTRACT

The collective bargaining agreement between Montana University System and the Northern Montana College Federation of Teachers, an affiliate of the National Education Association, covering the period July 1, 1985-June 30, 1987, is presented. Items covered in the agreement include: unit recognition, dues deduction, access to information, use of facilities, release time for federation officials, office space for faculty, secretarial assistance, payroll deductions, personnel files, patent rights and copyright interests, program grants, faculty workload, academic calendar, employer rights, academic freedom and responsibility, rights of tenured faculty, department chairpersons, hiring procedures, temporary personnel, summer session assignments, class and course assignment, faculty evaluation, evaluation criteria, evaluation for tenure appointment, evaluation of tenured faculty, promotion procedures, the appeal process, teacher termination, due process, retrenchment, resignations, faculty salaries, merit pay, retirement, insurance, continuing education, leaves of absence, sabbatical and educational leaves, grievance procedure and arbitration, and no strike/lockout provisions. A personal leave request is appended. (SW)

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COLLECTIVE BARGAINING AGREEMENT

Between the

MONTANA UNIVERSITY SYSTEM

and the

NORTHERN MONTANA COLLEGE
FEDERATION OF TEACHERS

(4 YEAR)

July 1, 1985 Through June 30, 1987

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MONTANA UNIVERSITY SYSTEM
AND
NORTHERN MONTANA COLLEGE FEDERATION OF TEACHERS

ARTICLE I
PREAMBLE

1.1 PREAMBLE

In accordance with the public employees collective bargaining act, this agreement has been negotiated and entered into by the Northern Montana College Federation of Teachers, hereinafter called the Federation and the Board of Regents of Higher Education, the Commissioner of Higher Education and the President of Northern Montana College.

ARTICLE 2
FEDERATION RIGHTS

2.1 RECOGNITION

The Board of Regents recognizes the Federation as the exclusive bargaining representative of all employees covered by this agreement.

2.2 BARGAINING UNIT

The bargaining unit covered by this agreement shall be composed of all faculty holding academic rank scheduled to teach nineteen (19) or more credit hours per academic year whose current appointment is with Northern Montana College, excluding deans, program directors, vice presidents, executive assistants, the President of Northern Montana College, the coaching staff members who teach less than nineteen (19) credits per academic year, and the Athletic Director.

Instructional personnel appointed to teach quarterly shall be included in the bargaining unit when they teach nineteen (19) credits during the academic year in the quarter in which they teach the nineteenth (19th) credit. Bargaining unit member(s) shall hereinafter be referred to as faculty.

2.3 AGENCY SHOP

Every member of the bargaining unit shall be a member of the Federation, or shall pay the Federation an amount equal to monthly Federation dues as a contribution towards the administration of this agreement. New faculty shall have 45 calendar days after commencing employment in which to comply with this requirement.

2.4 DUES DEDUCTION

In accordance with 39-31-203, M.C.A., upon written authorization of any faculty member, a payroll deduction for the monthly amount of Federation dues as certified by the secretary of the Federation shall be forwarded to the treasurer of the Federation.

2.5 INFORMATION AND DATA

The President shall make available to the Federation upon its request and within a reasonable time, such data and financial information as are normally available for public inspection. The Federation shall reciprocally make available similar information to the President. Neither party shall be required to provide the other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining. Lengthy information shall be made available for inspection at its normal place of retention, or upon request, will be duplicated for the other party at cost.

2.6 ACCESS TO INFORMATION

The Commissioner shall supply one copy of the regular Board of Regents' agenda and one copy of the minutes to the Federation at the same time they are mailed to the Board of Regents.

2.7 ADDRESSING THE BOARD

Official representatives of the Federation have the right to address the Board of Regents on relevant topics, providing that the Federation notifies the President and the Commissioner in writing ten (10) working days in advance of any regularly sched-

uled Board of Regents' meeting. Such notice shall contain a statement regarding the topic and shall be placed on the regular Board of Regents' agenda.

2.8 ACCESS TO FACULTY

The Federation may post notices on agreed upon college bulletin boards and use the college mail service and faculty mailboxes for distribution and receipt of its correspondence. Such correspondence shall receive the same attention as other campus mail and shall conform to the same campus procedures. The administration (the President, Vice President for Academic Affairs, Director of Fiscal Affairs, and Deans) shall not be held liable for breaches of this article of which they had no foreknowledge. Upon request the Federation shall be provided a time at the beginning of college or campus faculty meetings to make brief reports and announcements.

2.9 FACILITIES

The Federation may meet in college facilities provided that it follows the same procedures for scheduling meetings and reserving facilities as other campus organizations.

2.10 CONTACTING FACULTY

Official Federation representatives may contact faculty at the college but such contact may not interfere with fulfilling normal professional responsibilities.

2.11 FEDERATION PRESIDENT

The Federation President may perform duties which cannot be performed properly other than during normal working hours or are a result of an emergency situation, provided that such duties do not interfere with the Federation President's or other faculty's instructional or other college responsibilities.

2.12 LEAVE OF ABSENCE FOR FEDERATION BUSINESS

Any elected or appointed officer of the Federation may, upon request to the administration and approval of the Board of Regents, be granted a leave of absence without pay to attend

Federation business for not less than one (1) quarter nor more than two (2) quarters. Federation officers granted such leave shall receive credit towards salary advancement as if they were not on leave.

2.13 RELEASE TIME FOR FEDERATION OFFICIALS

The Board and the Federation agree that Federation officials may be released from other duties for Federation activities. Federation officials shall arrange for all classes to be covered during any necessary absence and no student shall be disadvantaged because of such absences. The Federation agrees to reimburse the Board for any and all expenses incurred because of the absence of any Federation official who is released under this provision.

2.14 EXCUSED ABSENCES

Federation members who serve as negotiators shall be excused from class duties as necessary during the course of negotiations provided the Federation offers a plan which is approved by the administration for covering all missed classes and other responsibilities in a fashion so as not to inconvenience students.

2.15 FEDERATION ADMINISTRATION COMMITTEE

A joint Federation Administration committee shall be established for the purpose of discussing mutual concerns pertinent to Northern Montana College. The committee shall meet as mutually agreed upon. Any party may request a meeting of the committee by providing an agenda of discussion topics to the membership at least ten (10) days prior to the proposed meeting. The party providing the agenda will chair the meeting. The committee shall consist of eight (8) regular members, three (3) appointed by the Federation, three (3) appointed by the President of Northern Montana College, and two (2) appointed by the President of ASNMC.

The committee may discuss all items affecting Northern Montana College, but shall not amend, modify, or alter this agreement, or shall this committee be used as a by-pass of grievance procedures set forth in this agreement

ARTICLE 3

FACULTY RIGHTS AND WORKING CONDITIONS

3.1 OFFICE SPACE

Lockable office space shall be provided for each faculty member, where available, unless both parties agree that other space or working arrangements are appropriate and satisfactory to the performance of the professional duties assigned.

3.2 EDUCATIONAL MATERIALS AND TEXTS

Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selections shall conform to published course syllabi or catalog course descriptions. To the extent feasible, subject to budgetary limitations, faculty shall be provided access to books, materials and equipment for their instruction or supportive responsibilities. Upon request, faculty will be provided copies of adopted text books without charge. Faculty will cooperate with the college to secure complimentary copies of such books.

3.3 ACADEMIC ATTIRE

If academic attire is required at any college function or activity it shall be furnished by the faculty member.

3.4 PAYROLL DEDUCTIONS

The following payroll deductions may be authorized: Federation dues, U.S. Government savings bonds, tax sheltered annuities, credit union, deferred compensation, health insurance offered through the employer, and other deductions approved by the employer.

3.5 PERSONNEL FILES

One complete official personnel file for each faculty member shall be kept in the President's office. Personnel files include public and private records of an individual's personal and professional characteristics, experience, and performance.

Complaints or criticisms which have not been made known to the individual cannot be placed in the individual's personnel file or considered in personnel decisions. No anonymous letters or material is to be included in the personnel file.

Faculty shall have access to all material in their personnel file except the official confidential pre-employment file.

3.6 SAFETY

Faculty shall collaborate with representatives of the President in providing a healthy, safe environment for teaching and learning. Faculty shall notify the President, in writing, of observed health and/or safety problems and shall cooperate in promoting health and safety throughout the campus.

3.7 INDEMNIFICATION

Faculty members shall be immunized, defended and indemnified for actions taken in the course and scope of their employment in accordance with Section 2-9-305, M.C.A.

3.8 PATENT RIGHTS AND COPYRIGHT INTERESTS

The patent rights and copyright interests of the college, university system and faculty shall be governed by Board of Regents' policy in effect upon the effective date of this agreement.

3.9 PROGRAM GRANTS

Faculty who, with the written approval of the appropriate academic dean and President, initiate, develop and/or design financial grant requests shall have priority to operate programs funded by such grants.

3.10 WORKLOAD

A. In those instances where the administration desires to assign a faculty member a teaching load in excess of forty (40) credit hours per academic year, such assignment will be made with voluntary concurrence of the faculty member.

B. When the administration assigns a faculty member to teach more than thirty-eight (38) credit hours per academic

year, the faculty member shall receive $300.00 per credit hour for those hours taught over thirty-eight (38). Fractional credit hours will be prorated.

C. When the administration desires to assign a department chairperson to teach more than thirty (30) credit hours per academic year, such assignment will be made with voluntary concurrence of the department chairperson.

D. When the administration assigns a department chairperson to teach more than thirty (30) credit hours per academic year, the department chairperson shall receive $300.00 per credit hour for those hours taught over thirty (30).

E. No faculty member may teach more than forty-six (46) credit hours per academic year, or thirty-nine (39) credit hours in the case of department chairs.

F. Substitutes required under this section shall be recommended by the department affected, subject to the approval of the administration. External substitutes shall be paid at a rate established by the college.

G. If a member of the regular faculty serves as a substitute for more than four (4) consecutive, regularly scheduled class periods for another faculty member on sick leave, the faculty substitute shall be paid at a rate of $18.00 per contract hour for the hours substituted beyond the four (4) class hours already met.

H. After the completion of one (1) full year of full-time tenure track teaching at the college, no faculty member may be required to teach more than three (3) new courses in any academic year. A new course is defined as a catalog course not previously taught by that faculty member.

I. No faculty member will be required to accept class assignments on any given day which exceed nine (9) hours from the beginning of the first class assignment until the ending of the last class assignment.

3.11 OTHER EMPLOYMENT

Faculty may consult, operate or participate in private business or hold other employment which does not interfere with the proper discharge of their professional duties and would not result in any conflict of interest. Earnings derived from such consulting and outside employment are the property of the individual. If such consulting, outside employment, or other out-

side activity involves the use of institutional facilities, equipment, support resources, name stationary, personnel or will take place during normal business hours, the individual shall file a written descriptive statement with and obtain prior approval from the Vice President for Academic Affairs. Reimbursement to the institution, at the same rate charged to outside groups or persons for similar uses, shall be required whenever an individual uses the institution's personnel, facilities, or equipment in the conduct of his or her consulting activities.

In all private consulting and employment, the client must be informed that the college is in no way a party to the contract or liable or responsible for the performance thereof.

3.12 CONFLICT OF INTEREST

Faculty shall not undertake any activity or take any action which violates the standards of conflict section of state law (Title 2, Chapter 2, M.C.A.). No faculty may offer or provide services in competition with the university system or any units thereof, or if full time, teach courses offered by other institutions during the contract period without written notification to the Vice President for Academic Affairs.

3.13 ACADEMIC CALENDAR

The administration shall have the right to determine the appropriate academic calendar. Faculty have a professional responsibility to the college and its students which runs throughout the contract period. Faculty shall be available to discharge their responsibilities during all times that the college is formally in session. It is understood that an individual's professional obligations continue throughout the academic year.

For the purposes of this agreement, the academic year begins with the orientation, advisement and registration activities, which are normally scheduled during the week prior to the first day of instruction in the fall quarter. The academic year ends with the close of the spring quarter, which normally occurs on commencement day or a few days thereafter. For specific dates consult the college catalog or the office of the Vice President for Academic Affairs.

3.14 SECRETARIAL ASSISTANCE

Within the limits of available resources, all faculty shall be furnished secretarial assistance.

ARTICLE 4
EMPLOYER RIGHTS

4.1 EMPLOYER RIGHTS

The employer shall have the right to determine the structure, mission, policies and purposes of Northern Montana College and those rights specified in 39-31-301, M.C.A. All other rights not specifically restricted by this agreement shall be retained by the employer.

ARTICLE 5
ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 ACADEMIC FREEDOM

The parties agree that academic freedom is important to the fulfillment of the purposes of Northern Montana College. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that academic freedom is accompanied by a corresponding responsibility of faculty to their colleagues, the college and its students to maintain the highest standard of academic integrity and scholarship.

Faculty are entitled to freedom in the classroom in discussing their subject, but should present various scholarly views related to their subject, be accurate at all times, and avoid presenting controversial material which is unrelated to the subject. Faculty are entitled to freedom in research and in the publication of the results, subject to the adequate performance of other academic duties.

When faculty speak or write as citizens, they should be free from collegeal censorship or discipline, but must realize their special position in the community imposes special obligations. As persons of learning and education officers, faculty should remember that the public may judge their profession and their

college by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate they are not an college spokesperson.

This provision is a joint statement of philosophy and as such shall not be grievable.

5.2 ACADEMIC RESPONSIBILITIES

In addition to their general academic responsibilities, faculty accept the following specific responsibilities:

A. maintain professional competence and keep professional knowledge current by continued reading and research; for faculty without doctorate degrees, continued formal education or other significant professional improvement based on a plan jointly approved by the faculty member and the appropriate academic dean;

B. meet all assigned classes unless other responsibilities which have been approved by the appropriate academic dean take precedence and inform the appropriate academic dean of any absence;

C. be available in the office or instructional area for advising and personal contact with students according to a schedule mutually agreed upon by the faculty member, department chairperson, and dean;

D. treat all students fairly, impartially, and with understanding;

E. encourage class members to speak freely on the subject matter;

F. revise courses in order to keep them current;

G. contribute to department, school, pertinent academic programs, and to the entire college;

H. share professional competence as a service to the community;

I. be available to students at a mutually convenient time for the purpose of discussing academic assessment including final grades and evaluation of student performance;

J. present to the students within the first (1st) week of class each quarter, a written course description indicating the professor's objectives, the student's responsibilities and specific criteria for grading;

K. make available to students in a timely manner, all student work submitted for evaluation upon which grades have been based; and

L. inform each student, when requested, by midquarter of their academic standing in each course taught.

ARTICLE 6
APPOINTMENT PRACTICES

6.1 TYPES OF APPOINTMENTS

All appointments to positions within the bargaining unit shall be tenurable or nontenurable. Unless otherwise provided, all full-time appointments at the rank of Professor, Associate Professor, Assistant Professor or Instructor shall be tenurable. All tenurable appointments shall be either probationary or tenured. Appointments to temporary, adjunct, research and lecturer appointments are nontenurable. Service in a nontenurable position may by the written agreement of the Vice President for Academic Affairs, count in whole or in part towards service for tenure. No notice of non-reappointment need be given to nontenurable faculty. In the absence of reappointment, nontenurable faculty are terminated on the date set forth in the employment contract, upon expiration of the academic year, or upon written notice from the President.

A. Lecturer Appointments: Lecturer appointments are nontenurable and are for a fixed term which shall be outlined in the letter of appointment. Persons may be reappointed to the position of lecturer at the discretion of the President.

B. Temporary Appointments: Full-time and part-time faculty may be hired on a temporary basis for limited purposes, such as replacement of an individual on an extended leave.

C. Adjunct and Research Appointments: Adjunct and research appointments may be made in accordance with Board of Regents' policy.

D. Post-Retirement Employment: Retiring faculty may be offered post-retirement employment. The terms of any post-retirement employment shall be determined by agreement between the individual and the President and shall be consistent with Regents' policy.

6.2 RIGHTS OF PROBATIONARY APPOINTEES

A. Right to Serve Term: A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without adequate cause during that term.

B. Procedural Protection: A probationary appointee discharged for adequate cause prior to the end of a specified term of the appointment shall be entitled to the same procedural protections afforded tenured faculty members discharged for adequate cause.

C. Notice of Non-Reappointment: A probationary appointee has no right to reappointment. Such appointments shall expire at the end of a specified probationary period in the absence of a written offer to reappointment signed by the President. In case of non-reappointment, the faculty member shall be notified in writing by the President or the President's designee. Notice shall be given:

1. for a first year employee at least three (3) months prior to the end of the academic year;
2. for second year employees at least six (6) months prior to the end of the academic year; and
3. for third, fourth, fifth and sixth year employees at least twelve (12) months prior to the end of the academic year.

Failure to provide a probationary appointee with notice during the period required by this agreement shall not result in automatic reappointment or create any right to reappointment for an additional term. The employer shall have the option of providing employment beyond the specified term and severance pay in lieu of any portion or all of the notice to which the employee is entitled as long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

D. Credit for Probationary Service: Credit shall be given each probationary appointee for full-time service at Northern Montana College in the rank of Instructor, Assistant Professor, Associate Professor or Professor; except time on summer session appointments or contract other than the academic or fiscal year contracts; or time on leave resulting in an absence from the institution for an excess of thirty (30) calendar days.

A maximum of two (2) years credit for prior full-time service in the rank Instructor or above at other accredited four (4) year institutions of higher learning in the United States may be granted by the Vice President for Academic Affairs in writing at the time of initial appointment. Credit for prior service shall apply for purposes of tenure eligibility only. In the absence of a specific written agreement, no credit for prior service shall be given.

E. Right to Apply for Tenure and Promotion: Once a faculty member has met threshold requirements for tenure or for promotion, the faculty member may apply for promotion or tenure in accordance with section 7.7. A tenure decision should normally be made in a faculty member's sixth (6th) probationary year or in the third (3rd) year of probationary service at NMC at the rank of Professor. The probationary period may be extended where there is sufficient reason to believe that a faculty member can meet the standards for tenure within a specified extended period. Tenure shall not be awarded in absence of application by the eligible faculty member and approval of tenure by the employer.

F. Tenure Application: It shall be the responsibility of the eligible faculty member to complete and deliver to the Vice President for Academic Affairs, by December 1 of the sixth (6th) year, an appropriate application for tenure which shall contain at least the following information: total probationary service including credit for prior service; a statement of teaching, research and public service performed by the applicant during the probationary period; any other information the applicant deems relevant to his/her professional development, performance or competence.

G. Limitation on Tenure Awards: Even though a faculty member may be otherwise eligible, tenure shall not be awarded to any faculty member who has made application in any of the following instances:

1. when the faculty member has been formally disciplined for adequate cause; and
2. when the faclty member has not served full-time at Northern Montana College for the two (2) preceding academic years.

6.3 ADMINISTRATIVE POSITIONS

Faculty who are appointed to administrative positions do not have tenure to those positions, the salary of the position, the term (AY/FY) of the contract, or any other provisions or prerequisites of that administrative position. In the event any of the foregoing individuals have tenure in an academic position and are removed or resign from an administrative position but wish to remain employed at the institution, they will be employed under the same conditions and contractual terms as other tenured faculty. Their initial salary as a faculty member shall be set at an amount determined by the collective bargaining agreement.

6.4 RIGHTS OF TENURED APPOINTEES

Tenure is a right to annual renewal of each academic year appointment and no tenured faculty member may be terminated during the term of the appointment or notified of nonrenewal of appointment for the next academic year, except as specified by the terms of this agreement. The terms and conditions of each reappointment shall be specified in writing in the professional employment contract. In the absence of a written agreement prior to the commencement of the terms of the reappointment, the terms and conditions of the previous appointment shall continue in effect until modified in writing. Written modifications may be given retroactive effect to the beginning of the term if it is so specified in the written agreement.

Tenure shall not result as an automatic consequence of errors or omissions on the part of the employer and may only be acquired by an affirmative award of tenure in response to an appropriate application by an eligible probationary appointee consistent with the terms of this agreement. In such cases, the probationary period shall be extended for the next academic year in order that a review may be completed.

Effective July 1, 1981, new hires on tenure track appointments shall be awarded tenure in a specified discipline and shall not extend beyond that specified discipline within the college.

6.5 DEPARTMENT CHAIRPERSONS

A. Department chairpersons shall be elected using the following procedures:

1. an election committee of five (5) faculty will be appointed by the executive board of the Federation
2. all members of a departmental faculty will be placed on the ballot unless they have declined nomination by notifying the election committee in writing at least ten (10) days prior to the election date;
3. ballots will be available at the election polls;
4. absentee ballots may be placed with the election committee within five (5) days prior to the election;
5. in the case of a tie, the names of those with the greatest and same number of votes will be placed on a second ballot. This election will take place within five (5) days of the first election;
6. where there is a single candidate for the department chairperson position the candidate must receive a majority of the votes cast;
7. where two or more candidates are nominated, the winner must receive a plurality of the votes cast;
8. ties on a second balloting will be decided by a flip of a coin conducted by the election committee; and
9. the conduct of elections for department chairpersons may not be grieved against the administration.

B. Department chairpersons shall be elected for a term of three (3) academic years.

C. Duties of the department chairperson:
1. make yearly and biennial budget recommendations to the appropriate administrator;
2. recommend spending the departmental budget allocations;
3. make recommendations to the appropriate administrator for faculty class assignments;
4. make recommendations to the appropriate administrator of courses to be offered in his/her department each quarter;
5. make recommendations to the appropriate administrator for advisor assignments;
6. make a yearly inventory of capital items;
7. refer to the proper agency all items within the department in need of maintenance and repair;
8. meet regularly with the faculty of the department concerning departmental governance and other departmental matters including, but not restricted to those above;

9. assume as one of his/her major responsibilities the task of developing with the department faculty recommendations for updating and upgrading curriculum, materials, equipment and facilities necessary to support the curriculum;

10. be available to consult with students to hear their concerns and suggestions in accordance with the section on academic responsibilities.

D. Department chairpersons shall be filled by the election procedure.

6.6 HIRING PROCEDURE

A. Candidates for initial appointment to positions should be carefully reviewed so that new faculty members will not merely fill positions but will bring to the college intellectual distinction and the potential for tenure and eventual promotion to advanced rank. Candidates for appointment should come fully prepared and ready for a college teaching career, with the promise of excellence and a commitment both to teaching and to contributing to their professional communities beyond the campus.

B. The right of faculty to participate in the selection of new faculty members is recognized and will be implemented according to the following procedures:

1. Search Committee: When the nature of an opening has been determined by the administration, and a written announcement is prepared, a search committee shall be formed by the President and charged with the responsibility for reviewing the applicants and recommending candidates. The search committee will be composed of the following:

   a) two (2) representatives of the administration appointed by the President;

   b) three (3) faculty members selected by the Federation; and

   c) two (2) students appointed by the President of the Associated Students of Northern Montana College.

2. Recruitment Procedures: All recruitment shall be carried out in accordance with the college's affirmative action policy.

   a) Within the schedule established by the President, the committee shall make its recommenda-

tions in writing. When the committee has not reached a consensus, such written recommendation shall fairly represent the range of judgments of all committee members. The recommendation shall be accompanied by supporting data, including all materials considered by the committee in arriving at its recommendations and stated documented reasons for the committee's preferences. If any interviewed applicant is judged to be an unacceptable appointee, the committee shall provide explicit documentation for this judgment. The committee shall be available to meet with the Vice President for Academic Affairs at mutually arranged times to discuss its procedures, actions, and judgments and the Vice President for Academic Affairs shall likewise be available to the committee.

b) The committee's recommendations shall be given to the appropriate academic dean who will forward all related materials to the Vice President for Academic Affairs along with an independent dean's recommendation. The Vice President will forward all material and an independent recommendation to the President. The President may decline to make an offer to any candidate, reopen the search, or close the search, and will inform the committee of the action taken and the reasons for that action. In the event of rejection by the President of any candidate(s), the committee, upon request, shall provide additional names for consideration.

6.7 TEMPORARY PERSONNEL

The parties recognize that the administration may have to hire full-time faculty members on a temporary basis for limited purposes, such as extended illness of a full-time faculty member, sabbatical leave replacement, etc. The right of the faculty to participate in the selection of such temporary personnel is recognized. Prior to the selection of a full-time temporary faculty member the President of the Federation will be invited to appoint a committee of three (3) faculty members to interview the potential candidates. When the need for full-time temporary

personnel ceases, such personnel may be terminated in accordance with the provisions in their hiring contract letter without resort to provisions of this agreement dealing with dismissal. During the period of temporary employment, other terms of this agreement shall apply.

6.8 PROFESSIONAL EMPLOYMENT CONTRACT

All faculty members shall be provided with a professional employment contract at the time of appointment or reappointment consistent with the terms and conditions of employment specified herein.

Rights and benefits of individuals set forth in this agreement shall be incorporated into and made part of all individual professional employment contracts. In the event of conflict between the terms of such contract and the terms of this agreement, the latter shall be controlling.

Unless an individual professional employment contract expressly provides otherwise, the contract term for tenurable faculty is the academic year. No tenured or tenurable individual has or shall acquire a right to employment for a term in excess of the academic year.

6.9 SUMMER SESSION ASSIGNMENTS

A. A written announcement of all tentative summer session credit allotments will be made available no later than February 1 of each year.

B. Faculty within whose discipline a summer session course offering(s) normally would fall will be considered in filling the applicable instructional post(s).

C. Summer session courses and teaching assignments will be determined by the administration using the following procedures:

   1. department faculty through the department chairperson shall make recommendations to the school dean;
   2. the recommendations of the deans or program director will be forwarded to the Dean of Summer Session;
   3. the President of ASNMC shall appoint a student representative to consult with the Dean of Summer Session about students' needs in preparation for the summer session;

4. barring unforeseen financial contingencies summer session letters of appointmenmt will normally be issued no later than April 15, except that in legislative years such notification will be provided no later than thirty (30) days after the signing of the university system appropriation bill by the Governor. Summer session compensation shall be provided in accordance with the provisions of this agreement.

6.10 CROSS-DISCIPLINE TEACHING

Normally a faculty member will not be directed to teach in areas outside his/her professional expertise. However, if a faculty member is repeatedly required to teach a course or courses outside his/her area of professional expertise, then the administration will endeavor, subject to budgetary limitations, to provide reasonable expenses incurred by the faculty member in obtaining education necessary to adequately teach the course(s). Faculty members will not be evaluated in areas outside their teaching areas of professional expertise until the faculty members have been provided with a reasonable time for reeducation and reasonable expenses for such education.

6.11 CLASS AND COURSE ASSIGNMENT

The assignment to courses and the expression of the faculty members' preferences in the scheduling thereof shall be accomplished by the department chairperson, with the approval of the dean or program director of the school. Changes in a department's tentative schedule by the administration shall be made only in consultation with the department chairperson.

Tentative course schedules for the ensuing academic quarter shall be published at least four (4) weeks prior to the commencement of that quarter.

Changes in the department's schedule shall be made only in consultation with the dean or program director, the department chairperson, and the affected faculty member in the interest of arriving at the best solution for all concerned.

ARTICLE 7

PROMOTION, EVALUATION AND TENURE

7.1 FACULTY EVALUATIONS

The quality of the faculty at Northern Montana College should be maintained through objective and thorough evaluation of colleagues by members of the faculty and of the administration. The purpose of such evaluation is to build and maintain an excellent faculty and to offer just recognition and encouragement. The administration will develop and apply criteria and practices for evaluation which shall reflect this purpose and which are otherwise consistent with the provisions of this agreement.

7.2 PROFESSIONAL EVALUATION CRITERIA

Northern Montana College seeks to appoint, reappoint, retain, promote and tenure faculty who demonstrate positive contributions to the college within the constraints of the college and scope of the faculty member's responsibilities. The criteria described herein will be used in each evaluation. In each case it shall be the responsibility of the individual to identify his/her positive contributions to the college. Individuals will be evaluated only within the scope of their assignment and in light of resources and opportunites available to them. Since the primary mission of the college is instruction, effective teaching must be positively evaluated in every case and each evaluation must include contributions in at least one other area. Each evaluation must include indications of professional growth and development since the previous evaluation.

A. Effective classroom teaching must be a criteria in every personnel evaluation. Effective teaching encompasses both mastery of appropriate bodies of knowledge and communication of that knowledge to students. Demonstration of effective classroom teaching may include but is not limited to such means as peer observations and student evaluations. It is the responsibility of the persons evaluated to determine the most appropriate means of documenting effective classroom teaching.

B. Scholarly development and contribution may be a criteria in personnel evaluation. Scholarly development and con-

tributions shall be evaluated both as indicators of professional growth and as contributions to the world of scholarship and development of particular academic disciplines. Demonstration of scholarly development and contributions may include but is not limited to presentations, publications and research. Faculty appointed to disciplines involving artistic performance and creativity may have their artistic and performance accomplishments evaluated as scholarly developments and contributions.

C. Contributions to the growth and development of the college and to the public in terms of the college's mission of public service may be a criteria in personnel evaluation. Demonstration of contributions to the growth and development of the college and to the public in terms of the college's mission may include but is not limited to contributions to instructional programs, student advising, service on college committees, co-curricular and extra curricular programs. It is the responsibility of the individual being evaluated to demonstrate the appropriateness of contributions and how they relate to the mission and role of the college.

7.3 EVALUATION OF FACULTY FOR CONTINUANCE OF PROBATIONARY APPOINTMENT

Each faculty member on a probationary appointment may be evaluated during each probationary year by the Vice President for Academic Affairs. During the second (2nd) and sixth (6th) years of probationary appointment, the faculty member shall be given a performance evaluation according to section 7.7 of this agreement.

The review process for continuance of probationary appointments should be vigorous throughout the probationary period. It should be expected that a probationary faculty member show increasing effectiveness in teaching, or consistent effectiveness in the case of individuals where teaching is fully satisfactory from the start. Similarly, the candidate's achievements in other areas should show progress toward meeting the tenure requirements.

In the case of faculty members who were appointed with the requirement of completing the terminal degree, requirements for

the degree should be completed before the end of the fourth (4th) probationary year to allow two (2) years of evaluation subsequent to the completion of the terminal degree.

Reappointment of probationary faculty members shall be at the discretion of the employer who may, but shall not be required to, state reasons for the decisions. A probationary appointment shall automatically expire at the end of the specified term in the absence of a written offer to reappointment signed by the President. The President shall not be obligated to adhere to recommendations from the Promotions and Evaluations Committee, School Dean or Program Director, and Vice President for Academic Affairs regarding questions of reappointment of probationary appointments.

7.4 EVALUATION OF FACULTY FOR TENURE APPOINTMENT

Each nontenured faculty member in the sixth (6th) year of a probationary appointment shall be given a performance evaluation in order to ascertain fitness for tenure appointment. Such evaluation shall be conducted in accordance with section 7.7 of this agreement.

The granting of tenure must not be solely a reward for services performed during the probationary years, but should be an expression of confidence that a faculty member will continue to be a valued colleague, a good teacher, an active scholar, an artist. Accordingly, tenure should be based upon a thorough review of faculty performance during the probationary years.

A probationary faculty member shall be eligible to make application for tenure when either of the following have been accomplished:

A. a minimum of five (5) completed years of probationary teaching service, at least three (3) of which must have been served at Northern Montana College; or
B. two (2) or more years of probationary teaching service at Northern Montana College in the rank of Professor.

7.5 EVALUATION OF TENURED FACULTY

Faculty who have tenure shall be evaluated once every five (5) years for the purpose of improving instruction with respect to

the criteria set forth in section 7.2. Faculty scheduled for such review shall select three (3) peers to prepare a written evaluation of their performance and shall notify the promotion and evaluation committee of their selection by December 1. The committee shall submit a written evaluation of the faculty member to the faculty member, appropriate dean and the Vice President for Academic Affairs no later than February 15. Upon receipt of the committee evaluation the faculty member scheduled for review shall meet with the appropriate dean to discuss his/her achievements since the last evaluation and establish objectives to be accomplished prior to the next evaluation. The dean shall forward to the Academic Vice President and to the faculty member a written evaluation based upon this meeting no later than April 1. Based on the committee's and dean's evaluations, the Academic Vice President will submit a written evaluation to the President and a copy to the faculty member by May 1.

7.6 ELIGIBILITY FOR PROMOTION APPLICATION

Faculty members shall be eligible to make application for promotion in rank when they have met the minimum threshold criteria described herein. Individuals fall within either Category A or B as listed below:

Category A	Category B
1. Education	1. Agriculture
2. Sciences	2. Mechanical Technology
3. Business	3. Electronics
4. Arts	4. Computer Technology
5. Languages	5. Nursing
6. Humanities	6. Industrial Technology
7. Mathematics	
8. Social Sciences	

Any faculty member who teaches outside their assigned category may petition the Academic Vice President to move into the other category. Upon written mutual agreement of the Academic Vice President and faculty member concerned the faculty member may change categories.

A. Criteria for Promotion to Assistant Professor

1. Catetory A
   a. Earned doctorate (from a Council on Post-secondary Accreditation (COPA) recognized insitution); or
   b. appropriate degree, as determined by the administration, and three (3) years of college teaching experience.

2. Category B
   a. Appropriate degree, as determined by the administration, and three (3) years of college teaching; or
   b. Master's degree and seven (7) years experience, of which three (3) must be for college teaching and fifteen (15) credits of related coursework or 120 clock hours of administration approved related training; or
   c. Bachelor's degree and eleven (11) years experience, of which five (5) must be for college teaching and thirty (30) credits of related coursework, or 200 clockhours of administration approved related training.

B. Criteria for Promotion to Associate Professor

1. Category A
   a. Earned doctorate (from a Council on Post-secondary Accreditation (COPA) recognized institution; and seven (7) years of college teaching of which five (5) must be in the rank of Assistant Professor at Northern Montana College; or
   b. appropriate degree, as determined by the administration, and seven (7) years college teaching of which five (5) must be in rank of Assistant Professor at Northern Montana College.

2. Category B
   a. Appropriate degree, as determined by the administration, and seven (7) years college teaching of which five (5) must be in rank of Assistant Professor at Northern Montana College; or

b. Master's degree and eleven (11) years experience of which five (5) must be at the rank of Assistant Professor at Northern Montana College and forty-five (45) credits, or 360 clock hours of administration approved related training.

C. Criteria for Promotion to Professor

1. Category A

a. Earned doctorate (from a Council on Post-secondary Accreditation (COPA) recognized institution); and eleven (11) years college teaching; of which four (4) must be in the rank of Associate Professor at Northern Montana College

2. Category B

a. Earned doctorate (from a Council on Post-secondary Accreditation (COPA) recognized institution); and eleven (11) years college teaching; of which four (4) must be in the rank of Associate Professor at Northern Montana College; or

b. Master's degree and fifteen (15) years of college teaching experience, of which four (4) must be in the rank of Associate Professor at Northern Montana College and sixty (60) credits or 480 clock hours of administration approved related training.

7.7 PROMOTION AND TENURE PROCEDURES

The responsibility for submitting an application for promotion or tenure and for fully documenting the application rests with the individual. Any faculty member meeting threshold requirements for promotion or tenure may file an application with its supporting documentation in the office of the Vice President for Academic Affairs by December 1. The application must also document the applicant's accomplishments in the areas of evaluation described in section 7.2 above.

The Vice President for Academic Affairs shall promptly forward the application to the promotion and evaluation committee. The promotion and evaluation committee shall be a union committee

composed of five (5) faculty appointed by the President of the Federation. The promotion and evaluation committee shall review the documentation submitted. Concurrently, the documentation will be reviewed by a committee consisting of the Vice President of Academic Affairs and each academic dean of the college. By February 15, each committee shall prepare recommendations concerning each application for promotion or tenure. Failure of either committee to submit timely recommendations shall not constitute a flaw in the process described herein. These recommendations must faithfully reflect the professional judgments of the evaluators as to the adequate documentation of the performance of the applicants. As many reports of recommendation may be prepared as necessary, but each member of the committees must sign a statement reflecting his/her proper judgment and the stated reasons for making that judgment. These recommendations with their reasons will be forwarded to the candidate and the Vice President for Academic Affairs by March 15. Each candidate may respond to these written recommendations in writing to the Academic Vice President by March 23. By April 6, the Vice President shall forward to the President and the candidate an independent recommendation based upon the candidate's documentation, the recommendations supplied, and the candidate's response to these recommendations. By April 6, the President and the candidate shall have been supplied copies of each recommendation within the process.

If approved by the President, any recommendation for tenure or promotion shall be forwarded to the Board of Regents by May 15.

Tenure or promotions granted by the Board of Regents shall become effective beginning the next academic year. The recommendation and statement of reasons of all persons evaluating applicants shall become part of the individual's personnel file and copies shall be sent to the faculty member.

7.8 APPEALS

In the absence of the required review, the faculty member cannot receive tenure.

A. If the promotion and evalutions committee recommends against continuance, tenure or promotion, the affected faculty member may appeal in writing to the Vice President for Academic Affairs within seven (7) working days after he/she is notified of the promotion and evaluations committee's recommendation.

B. If the Vice President for Academic Affairs is the first in the review process to recommend against continuance, tenure or promotion, the affected faculty member shall have the right to appeal in writing to the President within seven (7) working days after he/she is notified of the recommendation of the Vice President for Academic Affairs. The written appeal should succinctly state any and all allegations, objections, or omissions which the faculty member wants considered by the President and should specify the remedial action which the faculty member requests be taken. The President shall notify the faculty member in writing of his/her decision regarding the appeal by June 1. The action by the President regarding the appeal is final. Any probationary appointee who has been denied promotion or tenure as the result of an administrative decision has the right to the formal grievance procedure. The appropriate remedy for any errors, omissions or defects in the process of evaluation of faculty for continuance, tenure or promotion shall be to remand and properly redo the process to cure the defect.

ARTICLE 8
DISCIPLINE, TERMINATION, AND RETRENCHMENT

8.1 TERMINATION OF APPOINTMENT

A. Disciplinary Sanctions: Any member of the faculty may be subject to disciplinary sanctions for failure to carry out the responsibilities of a faculty member as defined in section 5.2 of this agreement. Disciplinary sanctions shall include but are not limited to:

1. warning letters; and
2. formal written reprimands.

B. Suspension: Any faculty member may be reassigned or suspended with pay when, in the judgment of the President, it would be in the best interest of the employee, the students or the institution. Any faculty member may be suspended without pay upon conviction of a felony or a crime involving moral turpitude, or when the faculty member is absent without authorization or justification in excess of five (5) class days or regular work days.

C. Terminations: Terminations of the appointment of a faculty member on continuous tenure, or of a special or

probationary appointment before the end of the term specified in the letter of appointment, may be affected by the institution for adequate cause. Termination will not be employed as a punitive measure to punish faculty members for the exercise of their rights to academic freedom or constitutionallyguaranteed civil rights. Whether adequate cause exists for termination shall be determined by the President.

D. Termination Procedures: The termination of any faculty member for adequate cause may be preceded by:

1. a discussion between the faculty member ,and the President or the President's designated representative (the matter may be concluded by mutual consent at this point); and
2. if the matter is not so concluded, the President may appoint an ad hoc committee to conduct an investigation. The committee shall report to the President within thirty (30) working days. If the President determines there is adequate cause for discharge, he/she will notify the faculty member of the date of termination.

8.2 ADEQUATE CAUSE

Cause for discipline or discharge shall include, but not be limited to, the following:

A. conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;

B. conviction of fraud or misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion, tenure or salary adjustment purposes;

C. failure to carry out the responsibilities of a faculty member as defined in section 5.2, but not limited to those responsibilities as listed; such failure must be directly related to the fitness of the faculty member in his/her professional capacity as a teacher, researcher or public servant;

D. obstruction or disruption of teaching, research, administration, disciplinary procedures or other campus activ-

ities or of other authorized activities on campus premises, or conduct which endangers the welfare of students or employees of the institution;

E. convicted of a deliberate damage to campus property or the property of a member of the campus community or a campus visitor;

F. violation of the conflict of interest provisions of this contract;

G. persistent intrusion of material irrelevant to the subject taught, or failure to present the subject matter in the course as announced to the students and approved by the faculty in the curriculum;

H. consistent or willful failure to comply with duly promulgated policies and regulations and directions of the employer;

I. persistent and continued unauthorized absence from scheduled classes, office hours, conferences, committee meetings, or other agreed upon assigned duties;

J. evaluations of students and/or award of academic credit on any basis other than academic performance professionally judged; and

K. abuse of sick leave or violation of travel regulations.

8.3 DUE PROCESS

The parties affirm that faculty members are entitled to procedural due process rights as defined by law when faced with disciplinary action or discharge.

8.4 RETRENCHMENT

Retrenchment means the termination of tenured appointments at the institution for either financial or academic reasons. The necessity for retrenchment arises from three situations:

A. when the budget for faculty personal services is insufficient to sustain the current number of tenured positions without reducing current salaries, taking into account reductions due to normal attrition; or

B. when the number of tenured faculty members in a department or discipline is in excess of the number required to meet the teaching, research and public service obligations of the department or discipline; or

C. when a department or discipline is discontinued at the institution.

In making the determination that probable cause for retrenchment exists the administration shall plan for a balanced institutional effort which is responsive to the needs of the students and the state. This planning shall include a review of the required level of service activities, nonacademic staff, and nontenured staff.

The following steps constitute conditions precedent to the termination of any tenured faculty:

A. a committee of two (2) students appointed by the President of ASNMC and five (5) tenured and nontenured faculty members appointed by the President of Northern Montana College from among ten (10) names proposed by the Federation has been established;

B. said committee has been informed by the administration of the relevant appropriation and budget information, the reductions of personnel planned by the administration, and the number of nonrenewals of tenured appointments recommended by the administration;

C. the committee has reviewed the information provided as well as other relevant information which they may request and has communicated to the President those aspects of the administration's plans and recommendations with which they do and do not concur as well as the reasons in each instance in which they do not concur, and any specific changes recommended by the committee; and

D. the President has reviewed the statements and recommendations of the committee and forwarded a statement to the committee which reflects and explains the reasons and extent to which the original recommendations and plans of the administration have been modified.

The following criteria shall be observed in the retrenchment plan:

A. no tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualfiied to teach;

B. arrangements shall be made so that presently enrolled upper division and graduate students shall be able to complete degree requirements;

C. a tenured faculty member shall be reassigned rather than terminated under the following circumstances:
   1. the faculty member is qualified to teach different courses or courses in a different discipline; and
   2. additional or replacement staffing would otherwise be required; and
   3. no more than two (2) full quarters of released time at one-half (1/2) pay would be required for the faculty member to complete preparations for teaching the new courses;

D. any tenured faculty member selected for termination shall be notified of his/her right to apply for any existing open nonacadenic positions at the insitution, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation the faculty member shall receive the salary established for the new position;

E. the position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two years unless the terminated faculty member has been offered reinstatement at previous rank and tenure and a reasonable time in which to accept or decline.

Each tenured faculty member selected for termination shall be so informed and given a statement of the reasons for his/her selection a minimum of one (1) contract year prior to the date of termination. Each tenured faculty member selected for termination under the terms of this section shall have the opportunity to appeal his/her selection through the regular avenue of appeals for faculty personnel decisions as stated in Board of Regents' policy. Each such faculty member may grieve, in accordance with this agreement's grievance procedure, any failure to follow the aforesaid procedures.

8.5 RESIGNATIONS

Any probationary or tenured faculty member who does not intend to return for the following academic year should notify the appropriate academic dean at the earliest possible date.

A faculty member who does not sign and return the professional employment contract within thirty (30) days of receipt of the contract is considered to have resigned at the expiration of the current or most recent term of employment.

ARTICLE 9

COMPENSATION

9.1 SALARY POINT SCHEDULE

CATEGORY A

DEGREE	NMC EXPERIENCE	OTHER EXPERIENCE (15 Points Maximum)
Doct. Spec. Mast. Bach. 35 25 20 10 Points are awarded for the highest degree only.	NMC	Other Teaching Experience 1 point per year up to 10 points, then 1/2 point per year
ACADEMIC RANK		
Full Professor 1.5 pt. Associate Prof. 1.0 pt. Assistant Prof. .5 pt.	1 point per year	Other Related Experience 1 point per year, 5 point maximum

CATEGORY B

DEGREE	NMC EXPERIENCE	OTHER EXPERIENCE (15 Points Maximum)
Mast. Bach. 20 10 Points are awarded for the highest degree only.	NMC	Other Teaching Experience 1 point per year up to 10 points, then 1/2 point per year Occuational Experience 2 points per year up to 10 points maximum
ACADEMIC RANK		
Full Professor 1.5 pt. Associate Prof. 1.0 pt. Assistant Prof. .5 pt.	1 point per year	Other Related Experience 1 point per year, 5 point maximum

9.2 EDUCATION - DEGREES

Points are given for earned degrees awarded from a Council on Post-secondary Accreditation (COPA) recognized institution.

9.3 EXPERIENCE

A person can get only one point per normal academic year or for the normal calendar work year in the case of related experience, except under occupational as defined below.

The year is the formal academic year and no extra points are granted for summer teaching. Leave time will count in Northern Montana College experience unless other credits are granted under experience.

9.4 OTHER TEACHING EXPERIENCE

This will include only teaching experience related to the position at Northern Montana College. For the purpose of determining college teaching experience, graduate teaching assistant experience shall be computed at the rate of two (2) years of assistantship being equal to one (1) year full-time college teaching. A maximum of two (2) years of graduate teaching assistantships may be counted to result in a maximum of one (1) point.

9.5 OTHER RELATED EXPERIENCE

Credit in this area will be available to personnel in both Group A and B. To receive credit, the other related experience must be related to the work assignment at Northern Montana College and contribute to the faculty member's teaching qualifications. Public or private school administration experience shall be counted under other related experience.

9.6 OCCUPATIONAL EXPERIENCE

Since occupational experience may be very valuable to classroom instruction, salary points for occupational experience shall be available to all faculty who do not have a doctorate. If a doctorate is earned subsequent to a faculty member being awarded points for occupational experience, the faculty member will be moved to Group A, and points awarded for occupational experience will not be retained.

Points for occupational experience will be given only for full-time employment, and excess occupational experience may be counted as other related experience at the rate of one (1) point per yer.

Self-employment will not be counted unless it is on a full-time basis, i.e., an electronics technician operating his/her own shop.

A year for occupational experience will be the normal work year of twelve (12) months.

9.7 POSITION ON SALARY SCHEDULE

Faculty members' salaries will be determined in accordance with their salary points and other provisions of this agreement

9.8 SALARY POINT AWARDS

The awarding of points on salary point schedule and point assignment appeals initiated by either the Federation or the administration shall be made in the following manner:

A. the Vice President for Academic Affairs decides points to be awarded;
B. the decision of the Vice President for Academic Affairs may be appealed to the salary point resolution committee for final determination;
C. the salary point resolution committee shall be composed of two (2) faculty members appointed by the Federation and two (2) administrators appointed by the President; and
D. the President shall be an ex-officio member of this committee and shall have a vote in all cases involving ties.

9.9 FACULTY SALARIES - 1985-86

A. Faculty members will receive one (1) additional salary point for each year of service at Northern Montana College.
B. All salary points earned subsequent to a faculty member's initial point determination shall be credited to the faculty member and applied to his/her salary level when proof is offered prior to the commencement of the academic year.
C. No faculty member shall receive less than $450.00 salary increase in 1985-86.

D. 1. Instructors shall be paid a minimum of $18,065.00 plus $285.00 for each point in excess of twenty (20) points.

2. Assistant Professors shall be paid a minimum of $20,965.00 plus $285.00 for each point in excess of thirty (30) points.

3. Associate Professors shall be paid a minimum of $23,915.00 plus $285.00 for each point in excess of forty (40) points.

4. Professors shall be paid a minimum of $26,815.00 plus $285.00 for each point in excess of fifty (50) points.

9.10 FACULTY SALARIES 1986-87

A. Faculty members will receive one (1) additional salary point for each year of service at Northern Montana College.

B. All salary points earned subsequent to a faculty member's initial point determination shall be credited to the faculty member and applied to his/her salary level when proof is offered prior to the commencement of the academic year.

C. No faculty member shall receive less than a $600.00 salary increase in 1986-87.

D. 1. Instructors shall be paid a minimum of $18,380.00 plus $285.00 for each point in excess of twenty (20) points.

2. Assistant Professors shall be paid a minimum of $21,480.00 plus $285.00 for each point in excess of thirty (30) points.

3. Associate Professors shall be paid a minimum of $24,580.00 plus $285.00 for each point in excess of forty (40) points.

4. Professors shall be paid a minimum of $27,730.00 plus $285.00 for each point in excess of fifty (50) points.

9.11 RECRUITMENT ADJUSTMENT

The President at his discretion may offer up to fifteen (15) additional points to a new faculty member where a difficulty of recruitment has been established. These points will be added to the faculty members total points. The President will notify the Federation and department of his intent, twenty-four (24) hours prior to such an offer. The Federation shall have this period to express its opinion regarding the offer. If the candidate

accepts the offer and that candidate has equal or less-thanequal qualifications of a faculty member who is currently teaching the same subject area, the current faculty member's total points will be adjusted equal to the new faculty member's total points. Current faculty teaching in the same subject area who have less-than-equal qualifications than the candidate and who have fewer total points than the total points offered the candidate shall be granted at least one (1) additional point. The determination of qualifications will be made on the basis of point assignment.

9.12 EXTRA DUTY ASSIGNMENTS

Faculty members who accept extra duty assignment by the administration for additional responsibilites as identified below shall receive salary compensation in addition to their assigned positions on the salary schedule.

The compensation for these additional responsibilities will be:

1	Track Coach	$650	
1	HoMoCo Advisdor	$650	
1	Drama Dirctor	$650	
1	Rodeo Advisor	$650	
1	Wrestling Coach	$650	
1	Annual Advisor	$650	
	VICA Advisor	$850	(total)
1	Band Director	$650	
1	Choir Director	$650	

The administration may cancel the extra duty assignment at any time. The compensation will be prorated for partial completion of the assignment. Compensation for extra duty assignments not listed herein maybe implemented upon agreement of the President of the College and the Federation President.

9.13 DEPARTMENT CHAIRPERSONS

Department Chairpersons ahll receive $650 additional compensation for those duties in section 6.5.

9.14 MERIT

A merit pool of no less than forty-five (45) points to be distributed during the 1986-87 academic year will be allocated

equitably among departments based on the number of faculty in a department to compensate meritorious faculty performance. The various departments shall recommend to the President their merit selections based upon criteria developed by the departments and approved by the President. The grant of merit awards shall be approved by the President. The President shall explain to the faculty the basis of his selection of merit award recipients if his selection deviates from the recommendations of the departments. The minimum merit award shall be one salary point.

Additional merit points not exceeding the number of points provided here may be granted at the discretion of the President of the College.

9.15 REIMBURSEMENT AND TRAVEL EXPENSES

Travel expenses will be paid in accordance with state statute.

9.16 GROUP INSURANCE

The college will contribute the amounts provided by state statute to the Montana University System group insurance plan for each eligible faculty member:

A. Fiscal year July 1, 1985 to June 30, 1986: $105.00 per month or $1,260.00 per year.
B. Fiscal year July 1, 1986 to June 30, 1987: $115.00 per month or $1,380.00 per year.

9.17 UNEMPLOYMENT INSURANCE

Faculty shall be covered by unemployment insurance as provided in 39-51-101 et. seq., M.C.A.

9.18 WORKERS' COMPENSATION

Faculty shall be eligible for workers' compensation benefits as provided in 39-71-101 et. seq., M.C.A.

9.19 RETIREMENT

Faculty shall participate in the Teachers' Retirement System as provided in 19-4-101 et. seq., M.C.A.

9.20 STATUTES

Any changes in state statutes, brought about by legislative action which increases these benefits will be immediately implemented by the administration.

9.21 CONTINUING EDUCATION

Reimbursement for continuing education courses shall be at the uniform rate approved by the Board of Regents plus per diem and traveling expenses.

9.22 DISLOCATION ALLOWANCE

Faculty whose class and course assignment, per section 6.11 consists of course(s) offered away from the main campus, shall be given the following additional considerations:

A. a dislocation allowance of twenty (20) cents per mile for each trip shall be added to the faculty member's remuneration for those regularly scheduled classes which are held more than fifty (50) miles from campus. The dislocation allowance shall be calculated on a round trip mileage to and from the class offering(s) based on the state's mileage chart;
B. a faculty member's load for the quarter will reflect the regularly scheduled credits taught on-campus and off-campus;
C. consideration regarding scheduling and classes will be made to include time between offerings, distance of travel and faculty members' teaching loads; and
D. a faculty member teaching off campus during any given quarter as part of regular load will not be required to teach more than a twelve (12) credit load for his/her total assignment for that quarter.

This allowance does not apply to supervision or internship classes.

9.23 SUMMER SESSION

Summer session salaries for faculty members in the bargaining unit, who are on academic year appointment, shall be paid at a

rate of twenty-two percent (22%) of their next academic year's salary, if less than full-time the salary will be prorated for any fractional part of such full-time employment. The summer session rate shall not exceed a maximum of $5,750.00 per faculty member for summer of 1986 and $6,000.00 per faculty member for summer of 1987.

ARTICLE 10
ABSENCES AND PROFESSIONAL DEVELOPMENT

10.1 SICK LEAVE

A. Sick leaves is the necessary absence from duty caused when an individual has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease which requires quarantine or the necessary absence from duty to receive medical or dental examinations or treatment.

B. Sick leave credits shall be earned by full-time faculty at the rate of four (4) hours credit for September, eight (8) hours credit for October through May, and four (4) hours in June. Prorated leave credits will be granted individuals working half-time (.50 FTE) or more.

C. Faculty are entitled to take sick leave after they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the individual is entitled to total sick leave credits earned.

D. Sick leave credits may not be accrued during a continuous leave of absence without pay except while serving on jury duty.

E. Sick leave credits earned at the college shall remain credited to the faculty member's sick leave account. Sick leave charges in excess of earned sick leave credits may be charged to leave without pay. Sick leave charges and credits shall be charged to the nearest full hour.

F. A physician's certificate or other evidence to substantiate a sick leave charge may be required by the dean in cases of a lengthy absence or if a question of abuse exists.

G. Abuse of sick leave is cause for dismissal and for forfeiture of the lump sum payment. Abuse occurs when there is a misrepresentation of the actual reason for charging an absence to sick leave, when an individual uses sick

leave for unauthorized purposes, or when an individual neglects to report sick leave.

H. Any holidays that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

I. Advancing sick leave credits after an individual's earned sick leave credits have been expended is expressly prohibited.

J. Individuals shall be provided with a statement of his/her sick leave accumulation at the end of the academic year.

K. An individual who terminates their employment is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the individual's salary at the time he/she terminates employment. Accrual of sick leave credits for calculating the lump sum payment begins July 1, 1971. However, no individual forfeits any sick leave rights accrued prior to July 1, 1971.

10.2 EMERGENCY LEAVE

A. Emergency leave is defined as a necessary absence due to (1) illness of a member of the individual's immediate family requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the individual's immediate family.

B. Emergency leave is charged against an individual's sick leave credits. A maximum of five (5) working days a year shall be allowed for illness in the immediate family, and a maximum of five (5) working days shall be allowed for each death in the immediate family. Regulations for administering emergency leave shall be the same as for sick leave.

C. Immediate family shall include: spouse, parents, siblings, children, household dependents and same relative of the individual's spouse in like degree.

10.3 LEAVES OF ASBENCE WITHOUT PAY

A. After two years of continuous service, a faculty member may be granted a leave of absence without pay for satisfactory projects.

B. Requests for leaves of absence without pay shall be made in writing to the President. If the President approves the leave, it shall be submitted to the Board of Regents through the Commissioner for final approval.

C. Satisfactory programs or projects shall include research, education, travel or related work in other colleges, or private or business organizations, or other activities which the President agrees will improve the individual professionally or will directly or indirectly benefit the college or the state.

D. The time period for the leave shall not exceed two years.

10.4 LEAVES FOR PERSONAL PURPOSES

Leaves for personal purposes shall be awarded with prior approval of the administration. In all cases where substitutes are utilized, the faculty member taking the leave shall secure the replacement subject to the approval of the administration. Such leaves shall be noncumulative and nonreimbursable and shall not be used for recreational purposes. Substitutes will not be compensated by the administration.

10.5 CHILDBIRTH LEAVE

Faculty members shall be entitled to childbirth leave. Said leave shall commence and terminate at the time deemed necessary by the individual's attending physician and the Vice President for Academic Affairs, but shall not exceed two years. If necessitated by problems of securing temporary replacement, the Vice President for Academic Affairs may require that the leave begin and/or end at the start of an academic quarter. Childbirth leave may be charged against sick leave credits during the disability period. Remaining leave time shall be leave without pay. Faculty on childbirth leave shall not lose any previously accrued benefits.

10.6 JURY AND WITNESS LEAVE

Faculty members shall be granted a leave of absence with pay to serve as a juror or witness in accordance with 2-18-619, M.C.A.

10.7 MILITARY LEAVE

Eligible faculty shall be granted military leave in accordance with 10-1-604, M.C.A.

10.8 PUBLIC SERVICE LEAVE

Individuals shall be eligible for public service leave in accordance with 2-18-620, M.C.A.

10.9 PROFESSIONAL LEAVE

Individual faculty may, with the approval of the appropriate academic dean, be permitted sufficient time away from their regular assignments to attend regularly scheduled professional meetings, seminars, workshops, or conferences. Subject to availability of departmental funds, such individuals may be entitled to reimbursement for travel expense incurred in attendance at such meetings. No compensation for replacements shall be provided from institutional funds.

10.10 SABBATICAL LEAVE

A. All tenurable faculty shall be eligible to apply for a sabbatical assignment of up to one (1) academic year with payment of two-thirds (2/3) salary and appropriate fringe benefits after seven (7) years consecutive employment at Northern Montana College and after every seventh (7th) year of continuous employment thereafter.

1. All sabbatical assignments shall be for a period of not less than two (2) academic year quarters or more than one (1) academic year.
2. No faculty shall lose entitlement because of a failure to apply for a sabbatical assignment.
3. A person who is granted a sabbatical assignment shall not lose seniority status, tenure or any other benefits he/she accrued prior to the leave.
4. Any faculty member receiving a sabbatical is expected to return to the college for at least one (1) academic year or repay money received from the institution while on assignment.
5. The recipient of sabbatical assignments may avail himself/herself of fellowships, assistantships, or

other sources of limited income, but will not be permitted to accept full-time employment while on assignment. No recipient of sabbatical assignments may accept employment which will increase his/her total income beyond the amount he/she would normally receive from the institution during the period of the assignment without receiving the approval of the President. In addition, the recipient of an assignment will be expected to report from time to time in accordance with procedures spelled out in the sabbatical proposal to the President on the work he/she is doing.

6. Satisfactory programs or projects for sabbatical periods include research, travel, related work in other colleges or private or business organizations: or other activities which the President, with the concurrence of the Regents, agrees will improve the staff member professionally or which directly or indirectly benefits the college and the state.

B. A sabbatical assignment committee shall be formed to make recommendations to the President for sabbatical assignments.

1. The sabbatical assignment committee shall be composed of the following persons:
   a. two (2) members appointed by the College President;
   b. two (2) members appointed by the Federation; and
   c. one (1) member appointed by the above four (4) members.

   A member of the sabbatical assignment committee or a member of any committee assigned to evaluate applications for sabbatical assignment who applies for sabbatical assignment shall not serve on said committee while his/her application is being considered.

2. The sabbatical assignment committee shall screen the written requests of eligible faculty members utilizing the following criteria:
   a. academic rank;
   b. total length of service in the Montana University System;
   c. the type and quality of the proposed program.

3. Additional criteria may be developed by the committee. Any additional criteria must be submitted to the President for approval.

4. Final recommendations to the President from the list of eligible sabbatical applicants shall be submitted to the President. In any one (1) year the maximum number of such recommendations shall not exceed five percent (5%) (or the nearest whole number) of the bargaining unit. The granting of sabbatical assignments is subject to budget limitations.

C. Requests for sabbatical assignment shall be processed in accordance with the following procedures:

1. The sabbatical assignment committee shall be convened and all faculty requests for sabbatical assignment shall be forwarded in writing to the committee along with the appropriate academic dean's recommendations by November 1 of each academic year.
2. Recommendations from the committee shall be forwarded to the President by December 1 of each academic year.
3. The President shall approve or disapprove all sabbatical assignments within one (1) month of receipt of the committee's recommendations and shall present the approved assignments to the Regents at their next meeting.
4. Sabbatical assignments shall be approved for a specific year and such approval shall not automatically carry over into subsequent years.
5. In case an approved sabbatical recipient cancels his/her plans, he/she shall notify the President promptly so another person considered may be chosen for a sabbatical.

10.11 EDUCATIONAL LEAVE

Eligible faculty may apply for an educational leave for the purpose of improving teaching or professional competence in areas pertaining to professional assignment in ways promising to increase contributions to the welfare of the college.

Any faculty member receiving an educational leave must return to the College for at least one (1) academic year or repay money received from the college while on leave.

All educational leaves shall be for a period of not less than one (1) academic year quarter or more than one (1) academic year. The salary paid during a leave shall be two-thirds (2/3) of the prorated academic year contract amount. Salary entitle-

ment shall be established at the time the leave is approved. Payments during the period of leave will be made on a monthly basis.

Educational leaves may not be deferred by the recipient. Recipients of educational leaves may avail themselves of fellowships, assistantships, or other sources of scholarly income, but will not be permitted to accept other employment while on educational leave. In addition, the recipient of an educational leave must report quarterly to the Vice President for Academic Affairs on the study in progress.

Faculty members eligible for educational leave may apply for such leave by making application to the sabbatical assignment committee. The Committee shall screen the applicants and make recommendations to the President consistent with the procedures for sabbatical leaves.

Faculty members who are in tenure track appointments, who have completed at least two (2) years full-time teaching at Northern Montana College, and who concurrent with their application for educational leave file a plan of study leading to a degree which advances or extends their current qualification are eligible to apply for educational leaves.

In considering applications, the President of the College will be guided by the following criteria:

A. service which is primarily teaching and or research;
B. academic rank;
C. total length of service at Northern Montana College; and
D. adequate assurance that the requirement of the plan of study will be completed during the period of the leave.

ARTICLE 11
GRIEVANCE PROCEDURE AND ARBITRATION

11.1 PURPOSE

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance, and they encourage open communication between administrators and faculty members so that resort to the formal grievance procedure will not be necessary. The parties further encourage the informal resolu-

tion of grievances whenever possible. The purpose of this article is to promote prompt and efficient procedures for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of faculty members.

11.2 DEFINITION OF A GRIEVANCE

A grievance is defined as an allegation by the Federation that there has been a breech, misapplication or misinterpretation of an article of this agreement.

11.3 GRIEVANCE LIMITS

No action, omission or recommendation of any person(s) within the bargaining unit may constitute a valid basis for any grievance against the employer. No action or omission of the employer which is consistent with and based upon a recommendation of members of the bargaining unit shall constitute a valid basis for a grievance against the employer.

The remedy for any procedural defect grieved shall be limited to curing the procedural defect grieved and shall not result in an award of promotion or tenure, for instance no arbitrator shall make an "academic judgment" in awarding promotion or tenure.

11.4 GRIEVANCE REPRESENTATIVES

Within twenty (20) days after the execution of this agreement the Federation shall furnish to the employer a list of all persons authorized to act as Federation grievance representatives and shall update the list as needed. Such representatives shall have the right to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.

11.5 CONTENTS OF GRIEVANCE

All grievances must be submitted to the President or his/her designee on the grievance form contained in this section, dated and signed by the employee(s) grievant, the designated Federation grievance representative, and the Federation President or his/her designee.

The employer may request the Federation to reconsider and resubmit any grievance filed which is not in substantial compliance with this section. The employer shall inform the Federation of any such refusal and specify the deficiencies in the grievance. The Federation shall have an additional ten (10) days to resubmit a corrected grievance. If a corrected grievance is not submitted within ten (10) days, the right to grieve is waived.

11.6 FORMAL GRIEVANCE PROCEDURE

STEP ONE

The President or his/her designee shall conduct a meeting with the employee grievant and the Federation grievance representative no later than twenty (20) days following: (1) receipt of the grievance if no postponement is granted; or (2) receipt of written notice that the Federation wishes to proceed with the Step 1 meeting. At the conference, the Federation shall have the right and the obligation to present any and all evidence in support of the grievance. The President or his/her designee must issue a written decision within fifteen (15) days following the conclusion of the meeting. In the event the decision refers to documents not requested or presented by the employee grievant or the Federation, copies of such documents shall be attached to the decision. The Federation and the grievant may advance the grievance to Step 2.

STEP 2

If the grievance has not been settled at Step 1, then within ten (10) days after receipt of the written decision of the President or his/her designee or the expiration of the time limits for making such decision, the Federation may submit the written grievance to the Commissioner together with a copy of the decision of the President. The Commissioner or his/her designee shall, within twenty (20) days after the receipt of the grievance, issue a decision with reasons in writing to the Federation and the President.

STEP 3

Within ten (10) days of receipt of the Step 2 decision, the Federation, upon request of the employee grievant, may, but is not required to, file a written notice with the Commissioner and the President requesting arbitration. The notice must be signed by the employee grievant and the Federation President. Only those alleged violations of the agreement identified in Step 1 may be considered at arbitration.

11.7 SELECTION OF AN ARBITRATOR

The Federation and the employer shall forward a joint written request to the American Arbitration Association (AAA) (unless otherwise mutually stipulated) to provide a list of names of seven (7) arbitrators. Each party shall alternately strike names from the list until only (1) name remains. The remaining person shall be designated the arbitrator and that person and the AAA shall be notified of the selection. The Federation and the employer shall select a mutually agreeable date, set the time and place of arbitration, and obtain confirmation from the arbitrator.

11.8 CONDUCT OF HEARINGS

The arbitrator shall hold the hearing in the city where the employee grievant is employed unless otherwise agreed by the parties. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is mutually agreed to by the parties. The decision shasll be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted, including a statement of the specific issue or issues decided and the specific contract sections, if any, found to be violated.

11.9 AUTHORITY OF THE ARBITRATOR

The authority of the arbitrator shall remain contingent upon the mutual consent of the parties until conclusion of the hearing process. At any time prior to the conclusion of the hearing process either party may revoke consent to an arbitrator whose actions thereafter cannot bind either party. The party revoking

consent shall thereby become responsible for fees and expenses of the arbitrator. The right to revoke consent shall not extend beyond the hearing and once the parties have presented their cases both parties shall remain irrevocably bound by the arbitrator's award.

Either party may appeal the award of the arbitrator to the appropriate state district court.

The arbitrator shall not be bound by the formal rules of evidence but shall be bound by and make findings and and awards consistent with the rules and principles of substantive law and public policy.

11.10 ARBITRABILITY

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed. The judgment of the arbitrator may not be substituted for that of the employer or academic peers on academic matters or in the event of personal value judgments subjectively made in personnel matters. The judgment of the arbitrator may be employed in making findings of fact and conclusions of law, and interpreting the intent of the parties as manifest by the existing agreement, and in fashioning remedies which are not precluded by this agreement.

In cases involving failure to appoint, reappoint, promote, or grant tenure the arbitrator may not direct that the individual be appointed. The arbitrator's remedy for any procedural defect shall be limited to curing the procedural defect and shall not result in an award of promotion or tenure. In the event of a finding that a fair academic judgment was not made or that there was procedural error which substantially impaired the fairness or objectivity of the results of the process the matter will be remanded to the Employer to redo the procedure in an appropriate manner. The arbitrator shall neither add to, delete from or

amend the terms of this agreement or of any individual contract of employment. The arbitrator shall have no jurisdiction over any claim or discrimination while under the jurisdiction of the college discrimination grievance committee.

11.11 EFFECT OF DECISION

The decision or award of the arbitrator shall be final and binding upon the employer, the Federation, and the employee grievant, subject only to review by the court.

11.12 FEES AND EXPENSES

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

11.13 TIME LIMITS

All time limits contained in the grievance or arbitration procedures may be extended by mutual agreement of the parties, except that the time limits of initial filing of a grievance may be extended only by agreement between the employer and the Federation. Upon failure of the employer to provide a decision within the time limits provided, the employee grievant and the Federation may appeal the next step. Upon the failure of the employee grievant and the federation to file an appeal within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.

11.14 RETROACTIVITY

An arbitrator's award may or may not be retroactive as the equities of each case may demand.

11.15 REPRISAL

No reprisal of any kind will be made by either party against any grievant, any witness, and Federation representative, or any other participant in the grievance procedure by reason of such participation.

GRIEVANCE FORM

1. Name of faculty member grievant: _____

2. Date(s) alleged grievance occurred: _____

3. Names(s) of administrator(s) involved in act or omission upon which grievance is based: _____

4. Concise statement of relevant facts: _____

_____

_____

_____

5. Specific wording in agreement or individual contract alleged to be misapplicated or misinterpreted:

_____

_____

_____

_____

6. Witnesses: _____

_____

7. Documents: (Identify here and attach) _____

_____

8. Grievance argument: _____

_____

9. Remedy requested: _____

_____

DATED this _____ day of _____, 19 ____.

_____
Signature of Employee Grievant

_____
Signature of Federation Representative

_____
Signature of Federation President

ARTICLE 12
GENERAL CONTRACT PROVISIONS

12.1 SEVERABILTIY CLAUSE

If any part of/or provisions herein is/or shall be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of court of competent jurisdiction such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation, the parties agree to meet within a reasonable time and negotiate, such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

12.2 WAIVER CLAUSE

Regardless of any procedure set forth in this contract the signatory parties shall have the right to mutually agree upon any method for achieving goals; or for the resolution of any question, controversy, claim or matter of difference related to this agreement or the performance or breach of any part thereof. No action taken under the provisions of this section shall constitute a past practice for future negotiations.

12.3 PRINTING COSTS

Costs for the printing of the agreement and all attachments herein shall be shared equally by the parties. The parties agree that the agreement shall be printed.

12.4 CONTROLLING CLAUSE

In the event of a conflict between existing or future Board of Regents and/or administration policies and this agreement, the conflict shall be resolved in favor of the terms of this agreement during its duration. No change, recision, alteration, or modification of this contract shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto, any other provision of this agreement notwithstanding.

12.5 ENTIRE AGREEMENT

This agreement constitutes the entire negotiated agreement between the Commissioner, the administration and the Federation and supersedes any previous regulations, faculty contracts, previous practices, or policies which are in conflict with the expressed terms of this agreement. This agreement shall constitute the master agreement for all faculty members in the bargaining unit.

12.6 NO STRIKE - NO LOCKOUT

The parties agree that bargaining unit members will not strike or engage in a work slowdown or stoppage and that the administration will not lockout bargaining unit members during the duration of this agreement.

12.7 NONDISCRIMINATION

All parties affirm their commitment to the nondiscrimination and affirmative action requirements established by law, regulation and policy.

12.8 PRE-BUDGETARY NEGOTIATIONS

In view of the serious problems generated by the current low level of financial support for the Montana University System -- especially, but certainly not exclusively, in the area of faculty salaries -- the NMC Federation of Teachers and the Board of Regents agree to work actively and cooperatively on a plan to increase funding for the 1987-88, 1988-89 biennium. Pre-budgetary negotiations between the Federation and the Regents will begin on a mutually agreeable date. The goal of these negotiations will be to establish a common position in the levels of financial support for faculty salaries and operational support costs, a position which will be advocated and defended to the Governor of Montana prior to the formulation of the executive budget and to the Montana State Legislature as part of the Regents' budget recommendations. It is further agreed that the Federation and the Regents will mutually advocate funding sufficient to allow full-time summer session salaries to be set at one-third (1/3) of academic year salaries.

12.9 DURATION

This agreement shall be in full force and effect from ten (10) days after ratification by both parties to and including June 30, 1989. Salaries for the 1985-86 academic year will be made retroactive to the beginning of the 1985-86 academic year.

Salary subsections numbered 9.9, 9.10, 9.14, 9.16 and 9.24 will be renegotiated for the biennium ending June 30, 1989. Each party may also designate one additional numbered subsection to be renegotiated at the same time.

Should either party seek to modify this agreement it shall give written notice of such intention no less than ninety (90) days prior to the expiration date of this agreement. Negotiations may commence at any time thereafter.

12.10 NEGOTIATIONS FORMAT

Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating team.

12.11 LEGISLATIVE ACTION

The Commissioner, the administration and the Federation agree that any provision of this agreement requiring legislative action to permit its implementation by providing additional funds shall not become effective until the legislative assembly has given approval.

The Board and the Federation will cause to be introduced and will lend their support to the necessary proposed legislation.

The parties agree that should such legislative action not be forthcoming, they will meet to renegotiate any affected provisions.

APPENDIX I

PERSONAL LEAVE REQUEST

I request personal leave for the following period:

The scheduled meetings of courses for which I am responsbile will meet and be conducted by the person(s) I have listed at no expense to the college.

I understand that I will receive a response to this request within five working days of its filing and I certify that the leave will not be used for recreational purposes. I further understand that failure to respond to the request on time constitutes approval.

_____
Signature of Requestor

Date filed:
Dated received in dean's office:

_____
Signature of Dean

Date signed:

MEMORANDUM OF UNDERSTANDING AND CLARIFICATION

The parties are presently negotiating a successor contract to the NMC faculty contract of July 1, 1983 through June 30, 1985.

It is understood that the deletion from the succeeding collective bargaining contract of the sections on the Role of Students (Sections 5.100 to 5.400) shall not be construed as limiting the college administration's right to develop and effectuate procedures dealing with student grievances, student evaluation of faculty and student representation on college committees.

For the Federation — Date: 2/11/86

For the University System — Date: 2/11/86

Dated this Eleventh Day of February, 1986

DATED THIS 1st day of July, 1985.

FOR THE BOARD OF REGENTS:

Commissioner of Higher Education

President, Northern Montana College

Administration's Representative

Chief Spokesperson

Administration's Representative

FOR THE FEDERATION:

Chief Spokesperson

President, Faculty Federation

Federation's Representative

Federation's Representative